

the furnishing of different parcels of materials or the doing of different portions of the work—when contracts are entire and when separate and distinct. The sufficiency of notices and the time and manner of the service thereof, passed on. *Hensel v. Johnson*, 94 Md. 732; *German, etc., Church v. Heise*, 44 Md. 469; *Hill v. Kaufman*, 98 Md. 249.

A notice which fails to state the nature and kind of materials furnished, or the amount claimed, and makes no reference to a claim filed, is not sufficient. *Thomas v. Barber*, 10 Md. 389.

Notice held sufficiently explicit. That it is addressed to others besides the owner, is immaterial where the claim filed states who the owner or reputed owner is. *Hensel v. Johnson*, 94 Md. 732.

The intention of this section is that the notice shall be served personally on the owner whenever that can be done. *Hill v. Kaufman*, 98 Md. 251.

A notice signed by a duly authorized attorney, is sufficient. *Treusch v. Shryock*, 51 Md. 171.

Notice held to have been served upon the owner in due time after the completion of the building. *Herman v. Mertens*, 87 Md. 726.

A notice held sufficient as in substantial compliance with this section. This section compared with section 10. *Fulton v. Parlett*, 104 Md. 65. *Cf. Hess v. Poultney*, 10 Md. 267.

Generally.

The notice required by this section is essential, and the fact that the owner is one of the partners in the firm with whom the contract for materials was made, does not dispense with such notice. Contracts held not to dispense with the necessity of notice. *Reindollar v. Flickinger*, 59 Md. 473. See also. *Wehr v. Shryock*, 55 Md. 336.

Where builders are also the owners, the notice prescribed by this section need not be given. *Real Estate Co. v. Phillips*, 90 Md. 524.

This section will be construed in connection with section 19, and a claim which in designating the owner under section 19, used one of the terms permitted thereby, is not defeated because the notice under this section uses the alternative term. The object and policy of this section. *Shryock v. Hensel*, 95 Md. 624.

Object of the notice to the owner. The material man's right to the lien is not affected by whether the owner has money in his hands due the builder, or whether the former has performed his contract with the latter. *Treusch v. Shryock*, 51 Md. 171. And see *German, etc., Church v. Heise*, 44 Md. 473; *New England, etc., Co. v. B. & O. R. R. Co.*, 11 Md. 90.

The obligation of complying with this section is imperative, and the intention is that the notice shall be served personally upon the owner whenever that can be done. Place of residence of owner passed upon. *Hill v. Kaufman*, 98 Md. 251.

If after a contract is completed, goods are delivered by a material man for the purpose of extending the time within which the notice may be served on the owner, the lien is invalid. *Greenway v. Turner*, 4 Md. 304. And see *Heath v. Tyler*, 44 Md. 317.

The notice is not amendable under section 41, after the expiration of the sixty days. *Kenly v. Sisters of Charity*, 63 Md. 311.

While the lien may be enforced if this section is complied with, the law raises no *assumpsit* as between the owner and the claimant. *Kees v. Kerney*, 5 Md. 421.

The notice required by this section, held to have been given. *Wilson v. Simon*, 91 Md. 4; *Hensel v. Johnson*, 94 Md. 735.

This section held inapplicable because the contract was made with the owner and not with the contractor. *First Nat'l Bank v. White*, 114 Md. 615; *Rust v. Chisolm*, 57 Md. 383; *Miller v. Barroll*, 14 Md. 174.

Cited but not construed in *Blake v. Pitcher*, 46 Md. 465; *Pue v. Hetzell*, 16 Md. 549; *Shoop v. Powles*, 13 Md. 309.

See notes to sections 10, 12, 16 and 23.

1904. art. 63, sec. 12. 1888, art. 63, sec. 12. 1860, art. 61, sec. 12.
1845, ch. 176, sec. 2.

12. If such notice can not be given on account of absence or other causes, the claimant or his agent may, in the presence of a competent